

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

MARINER ENERGY, INC., <i>et al.</i> ,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	CIVIL ACTION NO. H-08-0658
	§	
DEVON ENERGY PRODUCTION CO.,	§	
	§	
Defendant.	§	

ORDER GRANTING FINAL JUDGMENT

The plaintiff, Mariner Energy, Inc. and Mariner Energy Resources, Inc.(collectively, “Mariner”), sued Devon Energy Production Co., L.P. (“Devon”) (collectively, the “Parties”). At issue before the court was the interpretation of a Letter Agreement between the Parties as it related to Mariner’s responsibility, if any, for its share of increased costs following Hurricane Rita associated with the decommissioning and abandonment of an oil and gas platform, wells, and other equipment and facilities in the Gulf of Mexico.

Under the court’s Memorandum and Order dated February 11, 2010, (Docket Entry No. 57), Memorandum and Order dated August 3, 2011, (Docket Entry No. 76), and Memorandum and Order dated January 30, 2012, (Docket Entry No. 87), with the Parties’ stipulation to the amount of money owed to Mariner by Devon based on the court’s orders, (Docket Entry No. 68), the court orders:

1. that Devon owes and must pay Mariner \$4,433,575.49;
2. that Devon owes and must pay Mariner prejudgment interest in the amount of \$921,10227 from February 28, 2008 through February 3, 2012, and \$485.87 per day thereafter, as calculated pursuant to La. R.S. 13:4202(B)(11), until the day before the date the judgment is entered;

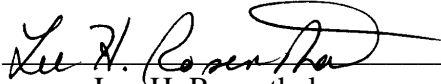
3. that Devon owes and must pay Mariner postjudgment interest calculated at the rate of .12% on the full amount of this judgment from the date of entry of the judgment until paid in full; and

4. that Devon owes and must pay Mariner all court costs under Federal Rule of Civil Procedure 54(d).

All relief not expressly granted herein is denied.

This is a final judgment.

SIGNED on February 6, 2012, at Houston, Texas.



Lee H. Rosenthal
United States District Judge